Mant Laurel (Burlington County) (1985)

- Final Consent Order

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SOUTHERN BURLINGTON COUNTY N.A.A.C.P., et al., Plaintiffs, v. TOWNSHIP OF MOUNT LAUREL, MOUNT LAUREL MUNICIPAL UTILITIES AUTHORITY, ORLEANS BUILDERS AND DEVELOPERS AND LINPRO LARCHMONT LAND LIMITED, Defendants.	:	DOCKET NO. L-085035-84-PW (Mount Laurel)
RAVICK CORPORATION, Plaintiffs, v. TOWNSHIP OF MOUNT LAUREL, THE TOWNSHIP COUNCIL OF MOUNT LAUREL AND THE PLANNING BOARD OF THE TOWNSHIP OF MOUNT LAUREL, Defendants.	:	DOCKET NO. L-039771-84 (Mount Laurel)

FINAL CONSENT ORDER

These matters having been opened to the Court by the undersigned attorneys for the plaintiffs; and Docket

No. L-25741-70P.W. (the "Mount Laurel case") having been remanded for trial by the Supreme Court on the issue of fair share allocation of the regional need for low and moderate income housing ("Fair Share") and to frame a remedy requiring the Township of Mount Laurel ("Township") to satisfy its Fair Share by providing a realistic opportunity for the development of such housing; and on remand the Mount Laurel case having been consolidated with an action naming Orleans Builders and Developers, a New Jersey Limited Partnership ("Orleans"), and Linpro Larchmont Land Limited, a New Jersey Limited Partnership ("Linpro"), as additional defendants; and the Mount Laurel case having been further consolidated with a builder's remedy action against the Township and others brought by Ravick Corporation ("Ravick"); and it being represented to the Court that solely in order to settle these matters amicably the parties agree to the following:

WHEREAS, Orleans is the owner, developer and builder of the Larchmont Planned Unit Development located in the Township of Mount Laurel, New Jersey ("Larchmont"); and

WHEREAS, in 1970, the Township issued a tentative approval authorizing the development of Larchmont pursuant to the now repealed Planned Unit Development Act, N.J.S.A. 40:55-54 et seq., ("1970 Approval"); and

WHEREAS, in reliance upon the 1970 Approval and subsequent final approvals, Orleans has constructed over 1,700

units of housing and completed substantial infrastructure improvements at a great cost; and

WHEREAS, on October 17, 1983, Linpro and Orleans entered into a Sale and Option Agreement , as amended on December 20, 1984 ("Linpro Agreement"), pursuant to which Linpro has purchased a portion of Larchmont and Orleans has granted to Linpro options to purchase other portions of Larchmont; and

WHEREAS, on July 2, 1984, the Township granted Orleans' application to modify the 1970 Approval in certain respects ("July 2 Approval"); and

WHEREAS, plaintiffs have sued the Township, the Mount Laurel Municipal Utilities Authority ("MUA"), Linpro and Orleans to challenge the July 2 Approval; and

WHEREAS, plaintiffs seek to require that Orleans and Linpro develop qualified low and moderate income housing as defined in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983) ("Low and Moderate Income Housing"); and

WHEREAS, the Court requires the Township to provide a realistic opportunity for the development of a sufficient number of Low and Moderate Income Housing units to satisfy the Township's fair share of the region's Low and Moderate Income Housing needs; and

WHEREAS, the parties desire that Linpro and Orleans contribute to the development of a sufficient number of Low and Moderate Income Housing units to help satisfy the Township's Fair Share; and

WHEREAS, Orleans and Linpro believe that they have meritorious defenses to the claims raised by plaintiffs in the Complaint against them; and

WHEREAS, in order to settle this litigation, Orleans and Linpro are willing to assist in subsidizing the development of a substantial number of Low and Moderate Income Housing units in the Township at a considerable cost; and

WHEREAS, Ravick is willing to commit to construct a certain percentage of Low and Moderate Income Housing units in the Township in order to proceed with its planned development; and

WHEREAS, the construction of new housing including Low and Moderate Income Housing requires the provision of sewage treatment capacity, public water supply, and other essential public services whose availability may be limited by the capacity of existing facilities; and

WHEREAS, expansions of the capacity of existing public service facilities require prior approvals from the New Jersey Department of Environmental Protection ("DEP") and other Federal, Interstate, State and County agencies; and

WHEREAS, approvals to expand the capacity of existing public service facilities may or may not be granted because of environmental constraints; and

WHEREAS, the "MUA" Ramblewood and Hartford Road sewage treatment plants have a present capacity of one million nine hundred thousand (1,900,000) gallons per day ("1.9 MGD") and, pursuant to its Facilities Plan Study ("201 Plan") developed pursuant to §§201 and 208 of the Federal Water Pollution Control Act of 1972, P.L. 92-500 and the New Jersey Water Quality Planning Act, N.J.S.A. §8:11A-1, may expand the capacity of its sewage treatment plant by June 30, 1986 (which expansion is currently underway), and, contingent upon continued DEP approval of the Ramblewood plant, to a total capacity of two million nine hundred thousand gallons per day ("2.9 MGD") within eight years of this date with no further expansions through the year 2000; and

WHEREAS, in order to make it possible for the Township to satisfy its Fair Share, the MUA sewage treatment plant must provide 2.9 MGD of capacity in accordance with its current plans and significantly greater capacity thereafter; and

WHEREAS, the MUA is willing to make application to expand the sewage treatment plant and such other public service facilities as needed;

1st September

NOW, THEREFORE, it is this _____ day of _____, 1985, hereby ORDERED:

1. Fair Share. The Township's Fair Share through September 1, 1991 is nine hundred fifty (950) units; four hundred seventy-five (475) units each of Low and Moderate Income Housing.

2. Compliance Approach. The Township's Fair Share shall be met in the following fashion:

(a) A total of ninety-two (92) units of Low and Moderate Income Housing are anticipated to be developed at Tricia Meadows pursuant to the Davis Enterprises settlement;

(b) A total of three hundred thirty-five (335) units of Low and Moderate Income Housing will be developed by Orleans and by a nonprofit development corporation pursuant to this Final Consent Order;

(c) A total of seventy-seven (77) units of Low and Moderate Income Housing are anticipated to be developed by Orleans as a consequence of the re-zoning of the Elbo Lane tract;

(d) A total of seventy-seven (77) units of Low and Moderate Income Housing are anticipated to be developed by Ravick as a consequence of the re-zoning of the Ravick Union Mill Road tract;

(e) The Township will further provide the realistic opportunity for the development of the remaining

three hundred sixty-nine (369) units of Low and Moderate Income Housing by revising its zoning in the following respects:

(i) Amend the zoning ordinance to provide an overlay zone located throughout the present R-3 and R-8 zones in which may be located developments with a maximum density of five units per acre and a mandatory set-aside of fifteen percent (15%) for Low and Moderate Income Housing. This overlay shall be an option available to the developer as an alternative to the single family development presently permitted in these zones.

(ii) Amend the zoning ordinance to provide an overlay zone located throughout that portion of the present R-3 zone which is north of Route I-295 at its interchange with Creek Road in which may be located developments with a maximum density of twelve (12) units per acre and a mandatory set-aside of twenty percent (20%) for Low and Moderate Income Housing. The Township need not approve development under this overlay zoning for more than thirty-five (35) acres; further, this development shall not be provided sewer capacity until the MUA has completed the expansion which is currently underway.

This overlay shall be an option available to the developer as an alternative to the single family development presently permitted in this zone.

(iii) Amend the zoning ordinance to require a mandatory set-aside of fifteen percent (15%) for Low and

Moderate Income Housing within the PARC zoning districts. Such set-asides would not be applicable to any development which has received site plan approval prior to the amendment of the ordinance.

(iv) During the period of repose, the Township shall not re-zone any property for residential use at a gross density greater than two (2) units per acre without also requiring that development within that zone include a mandatory set-aside of at least fifteen percent (15%) of the total dwelling units affordable to low and moderate income households, as defined in this Final Consent Order. Furthermore, the Township shall not re-zone any property for residential use at a gross density greater than five (5) units per acre without requiring that development within that zone include a mandatory set-aside of at least twenty percent (20%) of the total dwelling units affordable to low and moderate income households.

The Township shall not be obligated to maintain the aforementioned zoning amendments in effect after such time as it has achieved its Fair Share; rather, the Township may apply to the Court to rescind any or all of the four (4) amendments specified above in the event that the full Fair Share will be provided by 199_.

3. Three Hundred Thirty-Five (335) Unit Proposal. Pursuant to the commitment to develop three hundred thirty-five

(335) units of Low and Moderate Income Housing per Paragraph 2(b) above, the parties agree to the following approach to housing production:

(a) Orleans will construct eighty (80) units of Low and Moderate Income Housing on twelve (12) acres of a twenty-four (24) acre parcel known as the Ark Road/Marne Highway site and identified as Lot 34.01 of Block 301 of the Township Tax Map. The Township shall re-zone this tract to permit up to four hundred (400) units of age-restricted housing, of which eighty (80) units shall be affordable to low and moderate income households. The age-restricted housing shall be subject to a height limitation of thirty-eight feet (38'). The bedroom mix for these low and moderate income units shall be in the same proportion as for the market units. Alternatively, in the event that financing is unavailable for age-restricted development, Orleans will be allowed to develop a total of one hundred eighty (180) non-age-restricted units, of which eighty (80) units shall be affordable to low and moderate income households. Orleans will complete the construction of the eighty (80) units pursuant to the phasing schedule for inclusionary developments set forth in Paragraph 19(b) below, but in no event later than four and one-half (4-1/2) years from the date of this Final Consent Order regardless of the development or absence of development of the market-rate units on the tract.

If, at any time hereafter, Orleans shall be required to utilize union labor to construct the eighty (80) units of Low and Moderate Income Housing at the Ark Road/Marne Highway site it may, upon notice to all parties, apply to the Court-appointed Master, at Orleans' expense, to request a reduction of the number of low and moderate income units which it is required to develop. In the event Orleans elects to develop housing under a program of financial assistance or insurance, whether governmental or otherwise, which requires payment of prevailing wages or use of union labor, such election shall not be considered a requirement which warrants possible relief under the terms of this Paragraph 3(a). Nothing in this Final Consent Order shall be construed to reflect negatively on the propriety of utilizing union labor to construct Low and Moderate Income Housing.

The time within which construction must be completed under this Paragraph 3(a) shall be extended if construction is delayed by any factors beyond Orleans' control, including, without limitation, delays incident to third party litigation, delays in the issuance of any necessary permits, Acts of God, or any other delays beyond the control of the parties and not contemplated herein.

Orleans shall notify plaintiffs, the Township and the MUA in writing, within a reasonable time after the occurrence of any event pursuant to which the deadlines set

forth above may be extended pursuant to this subparagraph 3(a), and shall, within thirty (30) days after the end of any such delay notify plaintiff, the Township and the MUA, in writing, of such fact and of the length of the resulting extension.

If plaintiffs dispute any determination made by Orleans relating to extensions of times for completion of construction, plaintiffs shall notify Orleans of their disagreement and the reasons therefor in writing within thirty (30) days of receiving notification of the disputed determination. If the parties should be unable to resolve their disagreement, Orleans may submit the matter to Mr. Philip Caton, the Court-appointed Master in this matter, for binding arbitration, at its expense.

The twelve (12) acres of the Ark Road/Marne Highway site not used for development of the eighty (80) low and moderate income units and associated market-rate units shall be re-zoned for development by Orleans, or its assigns, of market-rate units at a density not to exceed fourteen (14) units per acre. Orleans, or its assigns, may develop said twelve (12) acres, at a density not to exceed fourteen (14) units per acre, to the extent that Orleans is able to develop fewer than eight hundred seventy-two (872) units at Village III at Larchmont as a result of wetlands restrictions; i.e., the number of units that Orleans or its assigns may develop at the Ark Road/Marne Highway site shall not exceed the difference

between eight hundred seventy-two (872) and the number of units that Orleans is able to develop at Village III. The location of the eighty (80) low and moderate income units on the Ark Road/Marne Highway site shall be subject to the review and unappealable approval of the Court-appointed Master, at the expense of Orleans; provided that, if the Master determines that fewer than twelve (12) acres are required for the satisfactory development of the low and moderate income and associated market-rate units, then the excess acreage may be utilized by Orleans at a maximum of fourteen (14) units per acre, subject to the terms of this subparagraph 3(a).

(b) Orleans and Linpro shall make available to a non-profit corporation, formed under Title 15 of the New Jersey Statutes and designated in writing by the three organizational plaintiffs as sponsor/developer, a letter or letters of credit totalling in the amount of $3.15 million. The letter or letters of credit shall be in a form that includes language reasonably similar to that in Exhibit A. Exhibit A is attached hereto for illustration purposes and Orleans, Linpro and the plaintiffs shall have the right to enter into an agreement to modify the form of the letter of credit or to use an alternative to a letter of credit so as to make it more feasible for the non-profit corporation to borrow against the $3.15 million or for other business purposes. The letter or letters of credit shall be provided by Orleans and Linpro

within thirty (30) days of written request by counsel to plaintiffs, which request shall not be submitted earlier than March 1, 1986. The letter or letters of credit shall secure an obligation by Orleans and Linpro to pay $3.15 million to the non-profit corporation by July 1, 1988, provided this Final Consent Order is entered by October 15, 1985 or, if this Final Consent Order is entered after October 15, 1985, by a date three (3) years after the date of this Final Consent Order. The $3.15 million shall be used for the development of low and moderate income rental housing pursuant to this Final Consent Order. If the non-profit corporation determines that land which it seeks to acquire for the construction of part of the overlay zone housing provided for in Paragraph 3(d) of this Final Consent Order is part of a larger parcel of land, provided such larger parcel is not greater than seventy-five (75) acres, and that it is not feasible to acquire the land without acquiring the entire parcel, then the non-profit corporation may use part of the monies provided in this Paragraph 3(b) to acquire such parcel and also for common planning, survey, soil testing, engineering and other related costs attendant to the preparation, submission and securing of Preliminary Site Plan Approval for the entire site comprising both the mixed-income housing development and the one hundred percent (100%) lower income housing development. Additionally, the non-profit corporation may also use part of the monies

provided in Paragraph 3(b) to pay costs of carrying the entire parcel prior to the date of Preliminary Site Plan Approval, including the cost of municipal real estate taxes and insurance. No monies provided under this Paragraph 3(b) shall be utilized by the non-profit corporation for any costs whatsoever related to the mixed-income parcel after the date of Preliminary Site Plan Approval.

The non-profit corporation shall keep separate accounts for the mixed-income housing and for the one hundred percent (100%) lower income housing and shall return any monies expended on the mixed-income housing site to the one hundred percent (100%) lower income housing account from the first proceeds available from an outright sale, a construction loan, equity contributions from a joint partner(s), syndication proceeds or the like, related to the mixed-income site. Furthermore, any monies expended for construction of on-site or off-site improvements to service the one hundred percent (100%) lower income housing site which also benefit the mixed-income housing site shall be accounted for in proportion to benefit derived and repaid to the one hundred percent (100%) lower income housing account from the first proceeds available to the mixed income housing site, as noted above. Any such repayments to the lower income housing account shall include interest payable at two percent (2%) above the average of the Prime Rate in effect from the date of borrowing to the date of repayment.

The non-profit corporation shall report every four months to the Court-appointed Master and the parties, which report shall contain the names, addresses and salaries of the officers of the corporation and any additions or deletions thereto and shall describe progress on the housing development, including summaries of major contracts executed and expenditures made during the prior four (4) months. In consideration of the contributions by Orleans and Linpro, the non-profit corporation shall make its books available to Orleans and Linpro upon reasonable notice during normal business hours for such inspection or audit as Orleans or Linpro shall conduct at their own expense. No information gathered from such inspection or audit shall be made public by Orleans or Linpro or divulged to any third party, except Orleans or Linpro may use such information in any judicial proceeding. Such inspection shall be to ensure to Orleans or Linpro the proper use of the monies contributed by them under this paragraph to the non-profit corporation.

In order to permit project planning and acquisition of necessary lands to proceed expeditiously, Orleans and Linpro will advance to the non-profit corporation or, in the absence of a designated non-profit corporation, to the counsel for the plaintiffs, the amount of fifty thousand dollars ($50,000) in the following manner: twenty five thousand dollars ($25,000) by July 1, 1985, provided this Final

Consent Order has been entered prior to that date or, if not yet entered, within ten (10) days following entry of this Final Consent Order; and twenty-five thousand dollars ($25,000) by September 15, 1985, provided this Final Consent Order has been entered prior to that date or, if not yet entered, within ten (10) days following such entry.

The Orleans and Linpro obligations in this Paragraph 3(b) are subject to the provisions of Paragraph 21 below, provided that nothing in Paragraph 21 shall be construed to reduce the rights of plaintiffs pursuant to this paragraph.

(c) Orleans and Linpro, in addition to the above $3.2 million, will be responsible to pay for the cost of water/sewer connection fees in the amount per unit specified in Paragraph 9(a) below for the Low and Moderate Income Housing units to be developed by the non-profit corporation, up to a maximum of two hundred fifty-five (255) units. Orleans will be responsible to pay for the cost of water/sewer connection fees for the eighty (80) units to be developed at the Ark Road/Marne Highway site and for any other such low and moderate income units developed by Orleans.

The Orleans and Linpro obligations in this Paragraph 3(c) are subject to the provisions of Paragraph 21 below, provided that nothing in Paragraph 21 shall be construed to reduce the rights of plaintiffs pursuant to this Paragraph.

(d) The non-profit corporation will construct the low and moderate rental units on at least two (2) sites at a gross density not to exceed ten-units-per-acre. The selection of the sites by plaintiffs will be subject to review by the defendants, provided that consent to a site shall not be withheld unreasonably. Consent or rejection, with written reasons, shall be given within thirty (30) days of notification of the site(s) from the plaintiffs. In the event of a rejection, the issue shall be submitted to the Court-appointed Master for binding arbitration with a final decision within sixty (60) days. There shall be an overlay zone effective in any zone within the Township which will allow up to a maximum of ten-units-per-acre gross density; however, the Township need not approve more than two hundred fifty-five (255) units to be developed by the non-profit corporation under this overlay.

(e) The low and moderate rental units described in Paragraph 3(d) above would be affordable to low and moderate income households at income eligibility and affordability levels contained in Paragraph 17 of this Final Consent Order.

(f) The Township shall provide tax abatement for these rental units, as permitted by State enabling legislation, and receive a "payment in lieu of taxes ("PILOT").

(g) The non-profit corporation will construct as many units as can be supported by the rental income from households earning, on average, forty-five percent (45%) and

sixty-five percent (65%) of median income for low and moderate units respectively and devoting thirty percent (30%) of their income for gross rent (including utilities).

Regardless of the number of units constructed by the plaintiffs during the "period of repose" set forth in Paragraph 10 below (up to a total of two hundred fifty-five (255)), the Township shall receive credit against its fair share obligation of nine hundred fifty (950) units for the full two hundred fifty-five (255) units. These credits, in addition to the eighty (80) units to be constructed by Orleans, will amount to a combined fair share credit of three hundred thirty-five (335) units.

4. Larchmont Revisions. The Township shall revise the tentative approval for Larchmont from the version adopted on July 2, 1984 as follows:

(a) The Township shall redesignate approximately two acres of Larchmont Center identified as Lot 19, Block 301 on the Township Tax Map from open space to commercial or residential use. This area is adjacent to the existing shopping center and is to be used as an addition to the parking lot for the center. Alternatively, it can be used for residential development at a density comparable to the adjacent residential development.

(b) The Township shall relieve Orleans of the obligation to construct two of the tennis courts and one

playground in Village II; however, Orleans will still be obligated to construct a bus shelter in Village IIA.

(c) The Township will permit the relocation of one baseball field from its currently planned location off Ark Road at Village II to the future school site at Village II, Section 16.

(d) Orleans will undertake the reconstruction of Ark Road between Route 38 and Union Mill Road and channelization and improvement of the intersection of Union Mill Road and Larchmont Boulevard, and upon completion, will have satisfied in full its obligation to make road improvements to Ark Road, Hartford Road and Union Mill Road pursuant to the Larchmont approvals.

5. Other Re-zoning. In addition to the revised zoning provisions described previously, the Township shall amend its zoning ordinance to provide as follows:

(a) A tract of land approximately one hundred ten (110) acres in size on Elbo Lane, west of its intersection with Union Mill Road and designated as Block 904 Lot 14 on the Township Tax Map, will be re-zoned from R-3 to allow a maximum of seven hundred seventy (770) units of housing, including a ten percent (10%) mandatory set-aside of Low and Moderate Income Housing. Assuming development of the maximum number of units, of the seventy-seven (77) units of Low and Moderate Income Housing, thirty-eight (38) units shall be affordable to

low income households and shall be constructed on-site pursuant to the following phasing schedule: fourteen (14) units within the first quarter of the development, fifteen (15) units within the second quarter of the development and nine (9) units within the third quarter of the development. The remaining thirty-nine (39) moderate income units shall be constructed off-site in two locations: twenty (20) units shall be developed as part of the age-restricted component of Larchmont Center by July 1, 1986, in the event that this Final Consent Order is entered by October 15, 1985 or, if not, then within one year from the date of the entry of this Final Consent Order and nineteen (19) units shall be constructed within the first half of the residential development on the Orleans Union Mill Road tract described in subparagraph (b) below. If fewer than the maximum number of units are developed at the Elbo Lane site, then the set-aside attributable to that site shall be proportionately reduced, but in no event shall the reduction be such that the twenty (20) units of moderate income housing at Larchmont Center are reduced or delayed.

(b) A tract of land of approximately 87.5 acres between Union Mill Road and the Hainesport Township boundary and designated as Block 127, Lot 2 on the Township Tax Map will be re-zoned from R-8 to allow a maximum of seven hundred (700) units of housing. This development shall consist of market-rate units, plus those moderate income units referred to in Paragraph 5(a) above.

(c) The Township shall amend its zoning ordinance to permit the construction of up to five hundred twelve (512) dwelling units on ninety-six (96) acres of land currently zoned R-3 on the western side of Union Mill Road between Elbo Lane and Moorestown - Mount Laurel Road and designated as Block 278, Lot(s) 1 and 2 on the Township Tax Map. This development will be required to provide a fifteen percent (15%) mandatory set-aside, or a maximum of seventy-seven (77) units of Low and Moderate Income Housing.

6. Inclusionary Development. For the purpose of this Final Consent Order, the term "inclusionary development" or "inclusionary developer" refers to any development undertaken by any of the following:

(a) Orleans or Linpro or their assigns at Larchmont or on any of the three other sites specifically re-zoned by this Final Consent Order (on Ark Road/Marne Highway, Elbo Lane and Orleans/Union Mill Road);

(b) The non-profit development corporation designated by the plaintiffs to construct Low and Moderate Income Housing; and

(c) Ravick or its assigns at the site specified on the western side of Union Mill Road between Elbo Lane and Moorestown - Mount Laurel Road; and

(d) Any developer who invokes the overlay options in the R-3 or R-8 zones to construct projects in which

throughout the entire site to the extent reasonably feasible; provided, however, that this provision shall not prohibit the clustering of low and moderate income units in order to facilitate the management of the housing units or for legitimate reasons related to the nature of the development. Furthermore, in an inclusionary development where there is more than one type of unit such as single-family detached dwellings, townhouses and apartments, low and moderate income units may be allocated disproportionately to one or more of the types of dwelling units if same is necessary in order to meet the affordability guidelines set forth in this Final Consent Order. The location of the low and moderate income units must be identified on the site plan as part of the Preliminary Site Plan application; provided, however, this requirement shall not apply to the first and second phases of the inclusionary development referenced in Paragraph 2(d) above.

7. Township Fee Waivers. The Township shall waive municipal fees for or attributable to all Low and Moderate Income Housing units developed pursuant to this Final Consent Order, including fees for site plan review, building permits, certificate of occupancy and fire inspection but not including fees for services contracted to third parties as of this date and state and county fees.

8. Site Inspection. In lieu of a reduction in site inspection fees for inclusionary developments, the Township and

the MUA shall jointly choose and maintain a list of no less than three unrelated licensed engineers and their respective fee schedules for performing plan review and site inspection of improvements on behalf of the Township and MUA. Any inclusionary developer shall have the opportunity to select which of the three or more approved engineering firms will be assigned to his development. No such engineer shall accept assignment to a development being undertaken by a developer for whom the engineer has performed a professional service or with whom the engineer has undertaken a joint financial venture during the two years prior to the date of assignment; furthermore, upon taking any assignment, the engineer shall agree to refrain from providing any other contractual professional services to the developer and from undertaking any joint financial ventures with the developer for one year following the termination of the engineer's assignment to the subject inclusionary development. The Township and MUA shall complete the selection of engineers pursuant to this Paragraph by no later than thirty (30) days following entry of this Final Consent Order.

9. Mount Laurel Municipal Utilities Authority (MUA).

(a) Connection Fees. The combined cost of water and sewer connection fees to any qualified low or moderate income unit authorized pursuant to Paragraphs 2(b), 2(c) and 2(d) of this Final Consent Order shall be nine hundred dollars

($900) during the six-year period of repose. The combined cost of connection fees to any low or moderate income unit developed at any other inclusionary development shall be nine hundred dollars ($900) if the fees are deposited in 1985 but shall increase thereafter in accordance with increases in the Consumer Price Index. Connection fees for conventional (unrestricted) residential units built as part of an inclusionary development shall be determined by the same fee schedule which the MUA maintains in effect for all unrestricted residential units constructed in the Township. Notwithstanding any provisions of this Final Consent Order, connection fees for each unit of housing must be paid pursuant to the terms of this paragraph.

(b) Sewer Capacity and Priority. The MUA shall allocate sewage treatment capacity as follows:

(i) As soon as capacity becomes available as a result of the current expansion program, the MUA shall guarantee for Orleans and for the non-profit corporation designated by plaintiffs sufficient capacity to serve up to a total of three hundred thirty-five (335) units of Low and Moderate Income Housing to be developed pursuant to this Final Consent Order. This guarantee of capacity will not be vacated by the MUA during the period of repose except to the extent that the plaintiffs give notice that they have an excess of capacity beyond the number of units which they can afford to

build. The connection fees for these units shall be due at the time of the Township granting Final Site Plan Approval, but not before such time.

(ii) For all inclusionary developments, other than the units included in Paragraph 9(b)(i) above, the MUA shall, upon notice from the developer, payment of the relevant connection fee and compliance with MUA application procedures, reserve sufficient capacity for all units (both low and moderate income and unrestricted) which the developer reasonably anticipates will be constructed during the following two years.

(iii) For all other developments, the MUA shall not reserve greater capacity than is necessary to serve the number of units which the developer reasonably anticipates will be constructed during the following one year.

(c) Reservation. In order to maintain the reservation of capacity, an inclusionary developer must completely construct and obtain Certificates of Occupancy for units according to the following minimum schedule which shall be computed cumulatively:

(i) 20% of the total units covered by the reservation within two years of the date of reservation;

(ii) 40% of the total units covered by the reservation within three years of the date of reservation;

(iii) 60% of the total units covered by the reservation within four years of the date of reservation;

(iv) 80% of the total units covered by the reservation within five years of the date of reservation; and

(v) 100% of the total units covered by the reservation with six years of the date of reservation.

In order to maintain the reservation of capacity, any non-inclusionary developer must completely construct and obtain Certificates of Occupancy for units according to the following schedule which shall be computed cumulatively:

(i) 40% of the total units covered by the reservation within two years of the date of reservation;

(ii) 80% of the total units covered by the reservation within three years of the date of reservation; and

(iii) 100% of the total units covered by the reservation with three and one-half years of the date of reservation.

In the event of a non-inclusionary development which is partially or wholly devoted to non-residential use, the MUA shall apply the schedule set forth above for non-inclusionary developments to the greatest extent practicable on the basis of equivalent flows and percentage of construction completion.

(d) Rate Schedule. The MUA fee structure for both Low and Moderate Income Housing units and market units as

set forth in this Final Consent Order, was developed upon the connection fees rate schedules of the MUA, as same exist as of the date of this Final Consent Order and as they existed during the period of negotiation preceding this Final Consent Order. Said connection fees have been the basis for the pro forma development projections used to establish the densities and set-asides set forth herein for the inclusionary developments. As such, the present MUA rate structure shall receive the Mount Laurel II protection afforded by the six year repose period to the extent that the rate structure is modified by increases limited to changes in the Consumer Price Index.

(e) The development set forth in Paragraph 2(e)(ii) above shall not be provided sewer capacity until the MUA has completed the expansion which is currently underway.

(f) The MUA shall, within one hundred eighty (180) days of this date file an application to amend its 201 Plan, which shall be a part of the Tri-County 208 Plan administered by the Delaware Valley Regional Planning Commission, to permit the expansion of its sewage treatment plan to a capacity of at least five million gallons per day (5 MGD) by January 1, 1995.

(g) The MUA shall take all steps necessary to assure that construction of an expansion to its sewage treatment capacity to 2.9 MGD shall be complete by June 30, 1986.

(h) If, at any time hereafter, the capacity of the MUA sewage treatment plant that is neither reserved, utilized nor otherwise committed should be reduced to one hundred thousand gallons per day (.1 MGD) or less, the MUA shall, within thirty (30) days, file all applications and take all other steps necessary to obtain approval and funding for construction of an expansion of the capacity of the MUA sewage treatment plant.

(i) The MUA and the Township shall allocate water capacity and other essential services as prescribed herein for sewage treatment capacity, and shall take all steps necessary, within MUA control and subject to DEP approval, to assure that sufficient capacity becomes available for all inclusionary developments.

10. Period of Repose. The terms of this Final Consent Order, and pertinent portions of municipal Ordinances adopted hereunder, will not be subject to modification during the six year period of repose; however, this provision is limited to the extent, if any, that State law gives a property owner the statutory right to seek a variance except on issues of density and mandatory set-aside.

11. Future Change in the Mount Laurel Doctrine. Mount Laurel Township or the MUA may petition the Court to modify the terms of this Final Consent Order if the Mount Laurel doctrine is changed as a result of legislation, judicial

decision (federal or State court) and constitutional amendment or, if it is held that the MUA is not subject to the Mount Laurel doctrine; however, such a modification cannot affect those properties whose rights are vested under this Final Consent Order which are as follows:

(i) the properties of Orleans, Linpro, Ravick, Davis and the non-profit corporation, and their assigns, pursuant to the above paragraphs of this Final Consent Order, including the market-rate units upon which these low and moderate income components depend; and

(ii) the modification, if any, would not affect any developer of an inclusionary development which has received preliminary or final approval from the Mount Laurel Planning Board prior to the modification.

12. Downpayment Assistance. There will be no requirement for inclusionary developers or the Township to provide downpayment assistance beyond the obligation contained in any other settlement or in this Final Consent Order.

13. Bedroom Mix and Unit Sizes. Each inclusionary developer will be required to construct low and moderate income units according to the minimum area and bedroom distribution ratios set forth below:

Type	Minimum Area	Percentage of Total
Efficiencies & One Bedroom	450 s.f. 600 s.f.	not to exceed 50% of the low and moderate income units in the development except for age-restricted developments
Two Bedrooms	800 s.f.	developer's choice
Three Bedrooms	1,000 s.f.	not less than 15% of the low and moderate units in the development except for age-restricted development

14. Site Development Standards. Site development standards for inclusionary developments shall be reduced from the current design and development standards. These reduced standards may be used by the inclusionary developer, throughout the development as applied to both market and low and moderate income units. Inclusionary developments are defined as those developments wherein at least fifteen percent (15%) of the units are low and moderate income units plus those developments as described in this Final Consent Order which are to be built by the parties to this Order or their assigns. The site standards applicable to the inclusionary developments shall conform to the following:

(a) The minimum size of a parking space to serve residential housing shall be nine foot by eighteen foot (9' x 18') except for parallel parking spaces. Where on-site, off-street parking is required for single family detached development, the same parking space size shall apply.

(b) Minimum parking requirements for multi-family development. The following number of parking spaces shall be required as the minimum per unit of housing for any multi-family development:

(i) 1.5 parking spaces for each one bedroom or smaller unit;

(ii) 1.75 parking spaces for each two bedroom unit;

(iii) 2 parking spaces for each three bedroom unit.

When calculating the number of parking spaces, an enclosed garage shall be considered the equivalent of one-third (1/3) of a parking space.

Parking stalls shall be permitted around loop roads.

Minimum parking requirements for single family detached housing in an inclusionary development shall provide not less than one nine foot by eighteen foot (9' x 18') off-street parking space, exclusive of garage, if any, for each unit, if each unit has frontage on a street with cartway width sufficient to allow parking on both sides thereof. Units built fronting on streets with less cartway width shall have not less than two (2) off-street parking spaces, exclusive of garage; provided, however, that adequate parking space provided on the driveway apron shall be acceptable. All single family

detached housing developments must be built on streets with cartways sufficiently wide enough to permit parking on at least one side or must provide supplementary common parking available for guest and overflow parking.

(c) Minimum sidewalk width shall be four feet (4'), where said sidewalk is set back at least two feet (2') from the curb line or a line created by car stops or bumper blocks to assure that the overhang of the vehicle will in no way obstruct the sidewalk. In the alternative, sidewalks which are five feet (5') in width abutting the rear of the curb shall be permitted.

(d) Sidewalk for single family detached development or developments where there is no common parking area shall be permitted along one side of the cartway only.

(e) Rolled curb or mountable curb, rather than vertical curb, will be permitted throughout that portion of the development where a number of curb cuts may be anticipated such as those sections to be developed with single family detached housing units or multi-family unit areas where each living unit contains its own on-site parking. Curbing may be replaced in private parking areas by precast bumpers or equivalent, where drainage and traffic needs permit. The Planning Board may waive curbing requirements along roadways where drainage and traffic needs permit.

(f) The minimum width of streets between curb lines shall be as follows:

Street Classification	Travel Lanes	Parking Lanes	Shoulder	Cartway
1. Minor	(a*) 2 @ 12'	No	No	24'
	(b*) 2 @ 11'	1 @ 8'	-	30'
	(c) 2 @ 9'	2 @ 8'	-	34'
2. Collector	(a*) 2 @ 10'	No	2 @ 5'	30'
	(b*) 2 @ 12'	1 @ 8'	-	32'
	(c) 2 @ 12'	2 @ 8'	-	40'
3. Primary	(a) 2 @ 12'	No	2 @ 5'	34'

The required Right of Way will be determined in each case by adding a total of sixteen feet (16') to the cartway width specified in the table above.

(g) The minimum pavement thickness design for roadways which are to be dedicated to the Township shall be two inches (2") FABC-1 over a five inch (5") stabilized base placed upon a sub-base suitable to the engineer unless soil and drainage conditions permit different paving which must be based upon suitable, recognized testing procedures.

(h) Paving for private parking areas and aisles within same, shall be three inch (3") stabilized base with one and one-half inch (1-1/2") FABC-1 top, where the sub-base has a CBR value greater than ten (10).

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* To be used only where compensating off-street parking is provided in excess of the minimum required as set forth in this Final Consent Order in an amount equivalent to that available if two (2) parking lanes were available. The notation shall not apply as regards Classifications 1(b) and 2(b) in the case of single-family housing development.

15. Condemnation. The Township will not be required to use its powers of condemnation to acquire property for the construction of Low and Moderate Income Housing.

16. Restrictions and Controls. The Township need not create a Housing Authority to regulate low and moderate income units but will, instead, assume this responsibility as an administrative function of municipal government, as set forth below:

(a) Initial Sale or Rental of Low and Moderate Income Units. Low income units shall be sold or rented only to low income households and moderate income units shall be sold or rented only to moderate income households. Three (3) bedroom units shall be initially occupied by households consisting of at least three (3) residents, at least one of whom shall be a child under the age of eighteen years. First priority shall be given to households with a size of five (5) or more, then to households with a size of four(4), and then to households with a size of three (3).

Units with two (2) bedrooms shall be initially occupied by households with a size of four (4) or three (3) persons or to households with two (2) persons provided that one is a single head of household and the other is a child under the age of eighteen years. Priority shall be given to households with a size of four (4) first; then priority shall be given to a household with a size of three (3), and then to households with a size of two (2).

One (1) bedroom units shall be made available to a household with the size of one (1) or two (2); first priority shall be given to a household with the size of two (2).

Efficiency units may be made available to persons with households of a size of one or two.

These requirements shall be applicable to all inclusionary developments within the Township except those which are age-restricted or for senior citizens. Any request for relief from these requirements shall be handled in accordance with the provisions of Paragraph 20.

(b) Initial Determination of Eligibility. Determination of eligibility for initial occupancy shall be made by either the Mount Laurel housing official or the inclusionary developer at the option of the developer. The Township shall draft and adopt rules and regulations concerning procedures to be utilized by the Township or by the developer to qualify and determine eligible occupants. Those regulations shall be subject to review and approval by the Court-appointed Master.

In those cases in which the developer chooses to income qualify and determine the occupants of the units, he shall submit all names which he has approved to the Township for a determination, based upon the information submitted in accordance with the Township's regulations, that

the occupant's income does not exceed the standards established in this Final Consent Order; that the sales price or rental does not exceed the ceiling established in this Final Consent Order; and that the household is of the appropriate size for the unit to be occupied. The Township may contract for this service to be performed by any responsible non-profit corporation or agency of county or state government qualified to provide this service. The Township may charge a developer a reasonable fee to cover the cost of reviewing the developer's determinations. No unit shall be sold or rented to low or moderate income persons until this determination is obtained; provided, however, that the Township shall make this determination within fourteen (14) days. A copy of the approvals shall be kept on file at the Township and be available to the parties and the public upon request at no cost.

(c) Resale of Low and Moderate Income Housing. The Township shall maintain a list of low and moderate income households who seek to acquire Low and Moderate Income Housing. The owner of any low and moderate income unit being re-sold shall offer the unit to the first five (5) persons or households upon the Township list. If no person on the list offers to purchase the unit within thirty (30) days of notification at the maximum permitted price, then the owner may seek to sell the unit to any low or moderate income household;

whether on the list or not. The Township shall make a determination that any prospective purchaser is a low and moderate income person within the meaning of this Final Consent Order. In the event that the applicant submits an affidavit to the Township demonstrating that he or she has for a sixty (60) day period been unable to find any such purchaser despite diligent advertising, then the Township may issue a certification permitting him or her to increase the income ceiling of an eligible purchaser by ten percent (10%) a month provided that the sales price shall not exceed the price which it could have been sold to a low and moderate income person and provided that all the resale controls on the unit shall remain in effect for subsequent sales.

(d) Resale and Re-rental Levels. The Township housing official shall administer resales of all low and moderate income units within inclusionary developments within the Township. In the case of re-rentals, the developer shall determine whether he will administer or whether the Township will administer re-rentals; in the event that the developer administers re-rentals, the standards shall be the same as in Paragraph 16(b).

Low income units shall be re-sold or re-rented only to low income households; moderate income units may be re-sold or re-rented to low or to moderate income households.

The unit at resale may not be sold for a price which exceeds the sum of the following:

(i) The original sales price;

(ii) The original sales price multiplied by the percentage increase in the Consumer Price Index from the period consisting of the most recent date for which the information is available at the time the unit is offered for resale minus the Consumer Price Index at the date of prior sale;

(iii) Any cost of selling the unit including realtor's commissions; and

(iv) The cost of reasonable improvements to the units as determined by the Mount Laurel housing official.

Seventy-five percent (75%) of the increase attributable to the increase in the Consumer Price Index shall be paid to the Seller; twenty-five percent (25%) of the increase attributable to the increase in the Consumer Price Index shall be paid to the Township to fund a downpayment assistance program for subsequent purchasers or to prevent foreclosures of inclusionary units.

(e) Duration of Resale and Re-rental Controls. The resale and re-rental controls shall remain in effect for a period of at least thirty (30) years from the date of initial sale. After thirty (30) years, the units may be sold to any purchaser without price controls provided that, in the case of

the first sale after the expiration of the controls, twenty-five percent (25%) of the difference between the sales price or the fair market value of the unit, whichever is greater, minus the sales price which could have been obtained by the purchaser in the month before the resale controls ended shall be paid to the municipality to assist the municipality in maintaining the downpayment assistance program described in Paragraph 16(d) above or any other legitimate housing program for low and moderate income persons.

(f) Foreclosure. Upon foreclosure of a low and moderate income unit by a first mortgagee, the resale restriction imposed by this Final Consent Order will terminate only with respect to that unit which has been subjected to foreclosure, provided that this subparagraph 16(f) shall not be applicable if the mortgage exceeds ninety-five percent (95%) of the maximum sales price of the unit on the date the mortgage was entered. No further controls shall be imposed upon this unit or upon any subsequent purchaser. This subparagraph 16(f) shall not be applicable to the holders of second or subsequent mortgages.

The former owner of a low and moderate income unit sold under a foreclosure decree shall be entitled to no more of the sales proceeds than the amount to which such owner would have been entitled if the unit were sold for the maximum resale price in accordance with Paragraph 16(d), less the following amounts:

(i) The amount of any taxes or governmental assessment outstanding together with interest costs and reasonable attorneys' fees;

(ii) The amount due of the first purchase money mortgage together with interest costs and reasonable attorneys' fees;

(iii) The amount of any outstanding assessments; and

(iv) The amount due to any subsequent lien holder with interest cost and reasonable attorneys' fees.

Any and all proceeds of the foreclosure sale in excess of the amount to which the former owner is entitled under this Paragraph 16 shall be irrevocably paid to the Township for the purposes stated in Paragraph 16(d).

(g) Covenants. No inclusionary developer shall sell a low and moderate income unit unless he or she has included in the deed covenants that contain the provisions established in this Paragraph 16 in accordance with forms and procedures established by the Township. These covenants shall specifically state that they run with the land with respect to each low and moderate income unit and shall bind all subsequent purchasers of each such unit, their heirs, executors, administrators and assigns, except as otherwise provided in this Paragraph 16. In the event that any unit is sold without such a covenant, the inclusionary developer shall have the

obligation to provide one additional low and moderate income unit for each unit which does not have such a covenant.

(h) Exemptions. The restrictions on resales shall not apply to the following situations:

(i) Transfer of ownership of unit between husband and wife or between former spouses ordered as a result of a judicial decree of divorce (not including sales to third parties); and

(ii) Transfer of ownership of a unit between family members as a result of inheritance, gift, or through executor's or administrator's deed to any such person.

Such transfers do not extinguish the covenants and the covenants shall be fully satisfied prior to any subsequent sale of a unit to any non-exempt party.

(i) Conversions. A rental unit occupied by a low or moderate income household may be converted to a condominium unit at any time after a minimum of ten (10) years or rental occupancy. The low income units, however, shall be sold only to low income persons and moderate income units shall be sold only to moderate income persons at a price which may not exceed the prices permitted by this Final Consent Order. Further, any such converted unit shall be subject to the resale controls specified in Paragraph 16(d) for the remainder of the thirty (30) year period from original occupancy of the unit.

(j) Breach. The Mount Laurel housing official shall serve a notice of breach upon the owner of any low or moderate income sales unit in the event that the Township finds that the owner has violated any provision of this Final Consent Order. Such owner shall have a period of thirty (30) days to cure such violation or to place the unit on the market for resale in accordance with the terms of this Final Consent Order. Failure or refusal of the owner to cure the violation or place the unit on the market for resale in accordance with the terms of this Final Consent Order shall authorize the Township to immediately commence an action to obtain a judgment against the owner to the effect that the owner is in violation of the terms of the covenant. The Township may seek a judgment for injunctive relief enjoining a violation and for reasonable attorney fees or a judgment which shall be enforceable in the same manner as if it were a judgment of default of the first purchase money mortgage and shall constitute a lien against a unit. Said judgment shall be enforceable at the option of the Township by means of immediate sheriff sale at which the unit shall be sold (at a price not less than the amount necessary to fully satisfy any first mortgage lien in full compliance with the terms of this Final Consent Order) and the owner shall have his right to possession terminated as well as his title conveyed pursuant to the sheriff's sale.

The proceeds of the sheriff's sale shall first be applied to satisfy the purchase money mortgage lien upon the unit. The excess, if any, shall be applied to reimburse the Township for any and all costs and expenses incurred in connection with either the court action or the sheriff's sale, including reasonable attorneys' fees. If there is no excess or if the excess is insufficient to reimburse the Township, then the sales price of the unit may be increased to the extent necessary to provide such reimbursement and this amount shall constitute a lien against the unit. The owner shall be entitled to such amount of the surplus as he would be entitled to if the unit were sold in accordance with Paragraph 16(d) above. The Township may acquire title to the unit in the same manner as any other purchaser. The agency shall subsequently sell or rent the unit in accordance with the terms of this Final Consent Order.

(k) Marketing. Each inclusionary developer shall formulate and implement a written affirmative marketing plan consistent with the Township's regulations and/or Ordinances. The affirmative marketing plan shall be realistically designed to insure that lower income persons of all races and ethnic groups are informed of the housing opportunities in the development and have the opportunity to buy or rent such housing. It shall include advertising and

other outreach activities realistically designed to reach lower income persons of all race and ethnic groups.

17. Affordability Guidelines. Except as otherwise provided in this Final Consent Order, all inclusionary developments will be required to provide half of the lower income units affordable to low income households and half affordable to moderate income households. For purposes of calculating affordability, the following guidelines shall apply:

(a) Median income will be determined for a region encompassing Mercer, Burlington, Camden and Gloucester Counties and adjusted for family size using periodic income estimates and standard co-efficients of the United States Department of Housing and Urban Development.

(b) The average affordability thresholds shall be forty-five percent (45%) of median income for low income households and sixty-five percent (65%) of median income for moderate income households, both adjusted for family size pursuant to Mount Laurel II. In no event shall a low income unit be priced at a level affordable only to households earning above fifty percent (50%) of median income nor shall a moderate income unit be priced affordable only to households earning above eighty (80%) of median income.

(c) For the purposes of calculating the cost of affordable rental housing, no more than thirty percent (30%) of gross household income shall be devoted to payment of "gross" rent, including all utilities. In the case of sales housing, no more than twenty-eight percent (28%) of gross household income shall be devoted to the payment of principal and interest on a mortgage, real estate taxes, insurance and condominium or homeowner's association fees (if any), assuming a ninety percent (90%) mortgage.

18. Cooperation. The Township and the MUA shall cooperate in good faith with inclusionary developers' attempts to obtain subsidies or other financial assistance in order to increase the affordability of housing.

19. Phasing.

(a) The Township need not grant Final Site Plan Approval to any development involving one hundred percent (100%) Low and Moderate Income Housing in the event that it has previously granted Final Site Plan Approval to inclusionary developments at a rate which annually exceeds one-sixth (1/6) of the Township's 199_ Fair Share on a cumulative basis; provided, however, that the low and moderate income rental units constructed by the non-profit corporation pursuant to Paragraph 3 of this Final Consent Order shall be exempt from this provision.

(b) Except as otherwise provided for in this Final Consent Order, inclusionary developers shall complete construction on and obtain Certificates of Occupancy for units intended for low and moderate income occupancy in tandem with the market rate (unrestricted) units according to the following schedule set forth below; provided, however, that in no event shall the first fifty (50) single-family units to be constructed under Paragraph 2(d) of this Final Consent Order be required to include any low and moderate income units:

Percentage of Market Rate Units Completed	Minimum Percentage of Low and Moderate Income Units Completed
0 to 10%	0
10% plus 1 to 20%	10%
20% plus 1 to 35%	25%
35% plus 1 to 50%	45%
50% plus 1 to 65%	65%
65% plus 1 to 80%	85%
80% plus 1 to 90%	100%
90% plus 1 to 100%	NA

20. Inability to Sell or Rent. In the event that low and moderate income units cannot be sold or rented, as applicable, within one hundred twenty (120) days of being substantially completed and offered for sale or rent, any inclusionary developer may, upon notice to all parties, apply to the Court-appointed Master for relief. Such application must provide evidence of the developer's having undertaken an affirmative marketing effort to sell or rent the units. Relief to the developer shall not include exempting the units from the

low and moderate income sales prices or rent levels, nor shall relief include exempting the units from restrictions on appreciation allowable upon resale or restrictions on escalation allowable upon re-rental. In the event of an application for relief, the applicant shall pay the Court-appointed Master's fees related to reviewing such request.

21. Orleans and Linpro. Orleans and Linpro entered into a Sale and Option Agreement dated October 17, 1983, as amended by an Addendum executed December 20, 1984, by which Linpro agreed to purchase and/or option eighty-three (83) acres within the Larchmont Planned Unit Development. On December 21, 1984, Linpro purchased the Initial Parcel within Larchmont consisting of approximately sixteen (16) acres. Linpro presently holds a contract to purchase a second parcel within Larchmont, known as a portion of Sections 8 and 11 of the Larchmont Planned Unit Development, consisting of approximately fifteen (15) acres ("Second Parcel"), and an option to purchase the remaining approximately fifty-two (52) acres within Larchmont covered by the original Sale and Option Agreement. In consideration of these contractual arrangements between Orleans and Linpro, Linpro has agreed to assist Orleans in the provision of Low and Moderate Income Housing in accordance with the terms of this Final Consent Order, subject to the following provisions:

(a) Linpro will participate in Orleans' obligation to pay, and to post a letter of credit to secure, $3.15 million in accordance with Paragraph 3(b) of this Final Consent Order. Linpro's share of the payment and letter of credit shall be One Million One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars ($1,173,250.00). Linpro will post its letter of credit in this amount at the same time and in the same manner as required in Paragraph 3(b) of this Final Consent Order.

(i) Linpro's obligation to pay the above-stated sum and to post a letter of credit in that amount is contingent upon the purchase by Linpro of land within Larchmont in addition to the Initial Parcel.

(A) Linpro's obligation to pay and post a letter of credit in the amount of One Million One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars ($1,173,250.00) is contingent on the purchase by Linpro of the Second Parcel. If Linpro does not purchase the Second Parcel, Linpro's letter of credit shall be withdrawn and terminated and a replacement letter of credit in the same amount shall be provided by Orleans. In such event, Orleans, and not Linpro, shall be responsible for the payment of the One Million One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars ($1,173,250.00) when the same shall become due in accordance with Paragraph 3(b) hereof.

(B) If Linpro purchases the Second Parcel, but does not purchase land within Larchmont in addition to the Initial Parcel and the Second Parcel, Linpro shall be responsible for payment of Five Hundred Ninety-Two Thousand Four Hundred Ninety-One Dollars ($592,491.00) of the One Million One Hundred Seventy-Three Thousand Two Hundred Fifty Dollars ($1,173,250.00) specified above. If Linpro does not purchase additional land beyond the Second Parcel within Larchmont, Linpro's letter of credit in the full amount shall be terminated and withdrawn, Linpro shall provide a replacement letter of credit in the amount of Five Hundred Ninety-Two Thousand Four Hundred Ninety-One Dollars ($592,491.00), and Orleans shall provide a replacement letter of credit for the balance of Five Hundred Eighty Thousand Seven Hundred Fifty-Nine Dollars ($580,759.00). In such event, Linpro shall be responsible for payment of Five Hundred Ninety-Two Thousand Four Hundred Ninety-One Dollars ($592,491.00) when the same shall become due in accordance with Paragraph 3(b) hereof, and Orleans shall be responsible for payment of the balance of Five Hundred Eighty Thousand Seven Hundred Fifty-Nine Dollars ($580,759.00).

(C) Plaintiffs agree on their own behalf and on behalf of the non-profit corporation to be bound by the provisions of these Paragraphs 21(a)(i)(A) and (B), and

in particular, to surrender Linpro's letter of credit and accept Orleans' replacement letter of credit as provided therein, subject to plaintiffs' rights under Paragraph 3(b).

(b) The Fifty Thousand Dollar ($50,000.00) seed money advance to the non-profit corporation required by Paragraph 3(b) hereof shall be shared by Orleans and Linpro in the following manner: Linpro's share of the seed money advance shall be limited to Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00). Linpro shall advance Seven Thousand One Hundred Twenty-Five Dollars ($7,125.00) on the date the first half of the seed money advance is due, and Seven Thousand One Hundred Twenty-Five Dollars ($7,125.00) on the date the second half of the seed money advance is due, in accordance with the terms of Paragraph 3(b) hereof.

(i) Linpro's obligation to fund Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) of the seed money advance is contingent upon the purchase by Linpro of the Second Parcel.

(ii) Orleans and Linpro recognize that the seed money advance, and Linpro's share thereof, is payable prior to the date upon which Linpro must purchase the Second Parcel. Linpro shall pay its Fourteen Thousand Two Hundred Fifty Dollar ($14,250.00) share of the seed money advance, in accordance with Paragraph 3(b), prior to purchase of the Second

Parcel, and Orleans shall reimburse Linpro said Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) if Linpro does not purchase the Second Parcel.

(iii) If Linpro purchases the Second Parcel, Linpro's share of the seed money advance will be non-refundable whether or not Linpro purchases land with Larchmont in addition to the Initial Parcel and the Second Parcel. However, if Linpro purchases the Second Parcel, but does not purchase land within Larchmont in addition to the Initial Parcel and the Second Parcel, then the amount of the seed money advance will be subtracted from the sum Linpro is obligated to pay under Paragraph 21(a)(i)(B) above.

(c) The obligation of Orleans and Linpro to pay the water/sewer connection fees for the non-profit corporation, in accordance with Paragraph 3(c) of this Final Consent Order, shall be borne by Orleans and Linpro as follows: Linpro's share of said water/sewer connection fees shall be 14.18% of the total of such fees, except as provided in subparagraph(i) below, and Orleans shall be responsible for the remainder of such fees.

(i) Linpro's obligation to pay its share of the non-profit corporation's water/sewer connection fees is contingent upon the purchase by Linpro of land in Larchmont in addition to the Initial Parcel.

(A) If Linpro does not purchase the Second Parcel, Linpro shall not be liable for the payment of any water/sewer connection fees for the non-profit corporation. In such event, Orleans shall be completely responsible to pay all water/sewer connection fees required by Paragraph 3(c) hereof.

(B) If Linpro purchases the Second Parcel, but does not purchase land within Larchmont in addition to the Initial Parcel and the Second Parcel, Linpro's liability for said water/sewer connection fees shall be limited to 7.16% of the total amount of such fees, and Orleans shall be responsible to pay the balance of such fees.

(d) For each dwelling unit which Linpro develops within Larchmont, other than dwelling units constructed on the Initial Parcel, Linpro shall contribute Three Hundred Dollars ($300.00) per dwelling unit to Orleans or its designee. Said Three Hundred Dollars ($300.00) represents construction savings realized by Linpro from the reduction of Township site improvement specifications and construction standards as specified in Paragraph 14 of this Final Consent Order.

(i) For each dwelling unit which Linpro develops on the Initial Parcel, Linpro shall pay to Orleans a sum, not to exceed Three Hundred Dollars ($300.00), equal to the actual cost savings accruing from physical design and

construction changes which are permitted by the standard reductions permitted by Paragraphs 14 and 22(b) hereof, and realized by Linpro as determined by a post-construction cost analysis performed by the engineering firm of Taylor, Wiseman and Taylor. Linpro will use its best efforts to take advantage of such standard reductions as may be effected without redesign, additional costs, or additional delay. Linpro and Orleans will be bound by Taylor, Wiseman and Taylor's determination of cost savings and will bear equally the expenses of making such determination.

(ii) Linpro's obligation to pay the amounts specified in this Paragraph 21(d) is contingent upon site improvement specification and construction standard reductions permitted by Paragraphs 14 and 22(b) of this Final Consent Order becoming effective as to Linpro.

(iii) Linpro shall pay One Hundred Dollars ($100.00) of the foregoing obligation to Orleans within ten (10) days of the issuance of the building permit for each affected unit and shall pay the balance within ten (10) days of the issuance of the Certificate of Occupancy for the affected unit.

(e) Linpro's responsibility and liability for providing or participating in providing Low and Moderate Income Housing in the Township is limited to the terms and

undertakings contained in this Paragraph 21. All other obligations and undertakings by Orleans or on behalf of Larchmont contained in this Final Consent Order are undertakings and obligations solely of Orleans and are not binding on Linpro. Orleans shall include Linpro in any negotiation, litigation or other dispute concerning any land at Larchmont that is the subject of the October 17, 1983 and December 20, 1984 agreements between Orleans and Linpro so long as Linpro retains any rights under those agreements.

(f) This Paragraph 21 constitutes and expresses the entire Agreement between Linpro and Orleans with reference to the subject matter hereof; provided that the terms of the October 17, 1983 and December 20, 1984 agreements between Orleans and Linpro remain operative to the extent not inconsistent with this Paragraph 21. In particular, but without limiting the generality of the foregoing, Linpro is not responsible or obligated for, financially or otherwise, the construction, subsidy, expense, water/sewer connection fees, or any other municipal fees in connection with the eighty (80) Low and Moderate Income Housing units to be built by Orleans on the Ark Road/Marne Highway site, the nineteen (19) units on the Orleans Union Mill Road site, the twenty (20) units in Larchmont Center Section 14, the thirty-eight (38) units on the Elbo Lane site, or any other low and moderate income units Orleans may agree to construct.

22. Larchmont Releases. The July 2, 1984 tentative approval for Larchmont shall become effective, as amended herein, upon entry of this Final Consent Order. Orleans and Linpro and their assigns shall not be required to develop any Low or Moderate Income Housing at Larchmont or the Ark Road/Marne Highway site or Elbo Lane site or the Orleans/Union Mill Road site except as provided in this Final Consent Order.

(a) The interim Consent Order of April 1, 1985 in regard to Orleans' Senior Center at Larchmont is superseded except Paragraphs 1 and 2 and 4 thereof. Further, the twenty (20) additional units of affordable housing under the interim Consent Order, which were at that time to be half low income units and half moderate income units, shall now be twenty (20) units of moderate income housing.

(b) The interim Consent Order of April 29, 1985 in regard to Linpro's initial parcel at Larchmont is superseded with the exception of Paragraphs 1 and 3 thereof.

23. Final Order. This Final Consent Order shall be this Court's final Order of Compliance constituting the Court's final judgment in this matter and this Court retains jurisdiction to enforce this Final Consent Order.

24. Entire Agreement. This Final Consent Order represents the entire agreement among the parties, except as

between Orleans and Linpro, and is binding upon and enforceable by the parties, their heirs, assigns and successors.

25. Third Parties. Nothing contained herein shall be deemed an admission of liability on the part of any party; shall be deemed to confer upon any person not named a party, or not assigned the rights of any party, the right to enforce any obligation imposed by this Final Consent Order upon any party; or shall otherwise be used against any party in any other proceeding; provided that any property owner in Mount Laurel shall be deemed a third party beneficiary with the right to enforce this Final Consent Order insofar as it affects his property.

26. Township and MUA Release. The parties hereto shall not bring suit against the Township or the MUA seeking amendment or other modification of the revised zoning ordinance, zoning map or subdivision ordinance as amended hereby, to make any further modification relevant to the provisions of this Final Consent Order within six (6) years of this date.

27. Notice. Notice shall be deemed to be given under this Final Consent Order to any party if delivered to the counsel executing this Final Consent Order on behalf of said party unless notice of change in representation has been sent to all parties.

party unless notice of change in representation has been sent to all parties.

28. Amendment of Ordinances and Regulations. The Township shall amend its Ordinances and the MUA shall amend its regulations to conform to the terms of this Final Consent Order such that they are effective within ninety (90) days of the entry of this Final Consent Order.

IN WITNESS WHEREOF, and of their consent hereto, the parties have duly executed this Final Consent Order as of the date set forth above.

SOUTHERN BURLINGTON COUNTY N.A.A.C.P.
CAMDEN COUNTY CORE
CAMDEN COUNTY N.A.A.C.P.
ETHEL LAWRENCE
THOMASINE LAWRENCE
CATHERINE STILL
MARY E. SMITH
SHIRLEY MORRIS
JACQUELINE CURTIS
GLADYS CLARK
BETTY WEAL
ANGEL PEREZ, on behalf of themselves, and all others similarly situated

By: Richard E. Shapiro
Richard Shapiro, Esq.
Director, Division of Public Interest Advoca

Kenneth C. Meiser
Kenneth Meiser, Esq
Department of the Public Advocate
Attorney for Plaintiffs

Peter J. O'Connor
Peter J. O'Connor, Esq.
Attorney for Plaintiffs

TOWNSHIP OF MOUNT LAUREL/TOWN COUNCIL
OF MOUNT LAUREL

By: _____

By: _____

MOUNT LAUREL MUNICIPAL UTILITIES
AUTHORITY

By: _____

THE PLANNING BOARD OF THE TOWNSHIP OF
MOUNT LAUREL

By: _____

ORLEANS BUILDERS AND DEVELOPERS
A New Jersey Limited Partnership

By: _____

LINPRO LARCHMONT LAND LIMITED
A New Jersey Limited Partnership

By: _____

RAVICK CORPORATION

By: _____

TOWNSHIP OF MOUNT LAUREL/TOWN COUNCIL
OF MOUNT LAUREL

By:_____

By: _____

MOUNT LAUREL MUNICIPAL UTILITIES
AUTHORITY

By:_____

THE PLANNING BOARD OF THE TOWNSHIP OF
MOUNT LAUREL

By: _____

ORLEANS BUILDERS AND DEVELOPERS
A New Jersey Limited Partnership

By:_____

LINPRO LARCHMONT LAND LIMITED
A New Jersey Limited Partnership

By:_____

RAVICK CORPORATION

By: _____

EXHIBIT A

Available on your sight draft on _____ Bank, accompanied by a signed statement from Philip B. Caton or his successor as Court-appointed Master in Southern Burlington County NAACP v. Township of Mount Laurel, et al., Superior Court of New Jersey, Law Division, Burlington County, No. L-25741-70PW, as follows: "I am the Court-appointed Master in Southern Burlington County NAACP v. Township of Mount Laurel, et al. and I hereby certify that the amount of this drawing has not been paid by Orleans [Linpro] to _____."